

**CONFIDENTIAL**

Post Office Box 8043  
 Southwest Station  
 Washington, D. C. 20024

P&amp;DS

REGISTERED

30 JUN 1964

Gentlemen:

Reference is made to the subject contract entered into with your corporation as of 28 June 1963 for a Versatile, High Precision Stereoscopic Point Transfer Device.

By this supplemental agreement it is hereby mutually agreed that the said contract shall be amended as follows:

SCOPE OF WORK: Additionally, the Contractor shall install encoders and associated electronics, and provide improved alignment and higher precision mechanical components as required to incorporate a Comparator-Humuration capability in the unit in accordance with the Contractor's revised proposal, 552 MEMU, dated 17 April 1964, which is incorporated herein by reference and made a part of this contract.

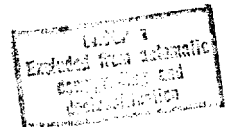
PERFORMANCE PERIOD/DELIVERY SCHEDULE:

Complete by 20 November 1964

CONTRACT PRICE: Paragraph one is unchanged.  
 Paragraph two shall read:

The balance of the "Maximum Contract Price" is  
 subject to Price Redetermination in accordance with the attached clause entitled, "Price Redetermination (Type E) (Nov. 1962)".

Declass Review by  
 NIMA/DOD

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Next 1 Page(s) In Document Exempt

**SECRET**  
NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY

CONTRACT TASK ORDER NO.

25X1

63-27558

25X1

ISSUING OFFICE

NAME

NAME

CONTRACT FOR

AMOUNT Fixed Price  
Redeterminable

Versatile, High Precision Stereoscopic Point Transfer Device

25X1

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of \_\_\_\_\_, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 28 June 1963.

SIGNATURES (Type or print all names under all signatures)

CONTRACTOR

BY

CONTRACTING OFFICER

WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

**SECRET****SCHEDULE**

Page 1 of 3 pages

Contract No. 

25X1

**SCOPE OF WORK:**

The Contractor shall design, develop, manufacture, deliver and install a Versatile, High Precision Stereoscopic Point Transfer Device technically in accordance with items 1, 2, and 5 of the Contractor's proposal No. 552 submitted by letter dated 30 March 1963 as amended by letter dated 24 May 1963, with the exceptions listed below. The Contractor's proposal is incorporated herein by reference.

**EXCEPTIONS TO THE CONTRACTOR'S PROPOSAL:**

- (a) The film loop to be provided in the unit is 16-foot length. It is anticipated that the parties shall promptly negotiate to increase the size of the loop, probably to a 20-foot size.
- (b) The control panel of the unit will be changed to a remote unit and the scanning drive control will be modified to permit either left or right hand operation.

**DELIVERABLE ITEMS:**

1. Versatile, High Precision Stereoscopic Point Transfer Device 1 each
2. Interim Progress Reports shall be submitted bimonthly in quadruplicate - one copy to the Contracting Officer and three copies directly to the cognizant Technical Representative of the Contracting Officer. These reports shall include:
  - a. Report on the work performed to date.
  - b. Work plans for the next period.
  - c. An indication of the estimate of program completion.
  - d. Sketches, diagrams, photographs, etc. to show progress situation.
3. Final Report, Distribution same as interim reports
4. Operating and Maintenance Manual containing full operating instructions, discussion of the theory of operation, description of the actual circuits, illustrative diagrams, recommended maintenance procedures, as applicable. 6 each
5. Drawings. These will consist of the working drawings used to construct the system, including mechanical layouts, complete electrical schematics, wiring diagrams and block diagrams. Shall be directly reproducible. 1 set

**SECRET**

SCHEDULE

Page 2 of 3 pages

Contract No. 

25X1

WARRANTY:

The Contractor warrants the equipment provided hereunder to be free from defects in materials and workmanship and further warrants the equipment completely for a period of 90 days from the date of acceptance at destination, excluding any misuse or improper handling.

DELIVERY F. O. B. AND INSTALLATION:

The Contractor shall deliver the unit to be provided hereunder f.o.b. installed at Washington, D. C., the exact destination to be provided by the Technical Representative of the Contracting Officer. The Contractor shall coordinate the time of arrival at destination with the Technical Representative as well as provide him with any special power requirements, etc. necessary to be provided at the installation site. This information will be provided as early as practicable before delivery.

REQUIREMENTS FOR CONTRACTOR'S PERSONNEL INVOLVED IN WORK ON GOVERNMENT PREMISES:

The Contractor agrees that he will assign to the work of installation to be provided hereunder only such persons as are citizens of the United States of America and approved by the Contracting Officer in advance in writing. For this purpose, the Contractor shall initiate to the Contracting Officer a "Request for Contract Security Authorization," Form 1841, for each individual at least four (4) months in advance of the scheduled date of such installation. The Contractor agrees that all contractor personnel performing the work under this contract will maintain a high degree of vigilance and diligence to prevent any damage or injury to Government property, equipment, or personnel in the vicinity of the work and to the greatest extent possible, avoid any interference with any plant operations that may be in process during the work performed hereunder. Further, the Contractor agrees that it would be his responsibility to see that any Government property or equipment damaged by his employees during the performance of such installation will be restored at his expense and to the satisfaction of the Contracting Officer.

STANDARDS OF WORK (JUNE 1959):

The Contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to high professional standards.

The following provisions are incorporated in this contract by reference from the 1963 Edition of the Armed Services Procurement Regulation:

Paragraph 7-104.29(a) - Price Reduction for Defective Cost or Pricing Data

Paragraph 7-104.40 - Competition in Subcontracting

Paragraph 7-104.41(c) - Audit and Records (Nov. 1962)

Paragraph 7-104.42(a) - Subcontractor Cost and Pricing Data

Paragraph E-620 - Interest (Feb. 1962)

Page 3 of 3 pages

Contract No. [REDACTED]

25X1

SCHEDULE

- Paragraph 9-203.1 - Data (Feb. 1962)
- Paragraph 9-207.2(a) - Data - Withholding of Payment (Apr. 1962)
- Paragraph 13-504 - Special Tooling (Nov. 1961)

The attached clause entitled, "Government Furnished Property," is made a part hereof.

EXCLUDED PATENT AND DATA RIGHTS:

25X1 This contract excludes from all patent rights and data clauses thereof any claim to [REDACTED] patent applied for, Serial No. 116,179 - "Image Enhancement Means," NO. 140,278, "Image Enhancement Means," and No. 194,940 "Image Enhancement Means with Image Rotation," and by reference any patent applications now being prepared pertaining to image enhancers.

PERFORMANCE PERIOD/DELIVERY SCHEDULE:

Complete by 15 October 1964.

25X1 CONTRACT PRICE:

25X1 The unit to be delivered under this contract includes an Image Enhancer, [REDACTED] This is a standard, "off the shelf," item and is to be furnished under this contract for a fixed price of [REDACTED]

25X1

25X1

25X1 The balance of the "Maximum Contract Price" of [REDACTED] namely [REDACTED] is subject to Price Redetermination in accordance with the attached clause entitled, "Price Redetermination (Type E) (Nov. 1962)."

GENERAL SCHEDULE PROVISIONS:

The Contractor shall comply with the General Schedule Provisions, attached hereto and made a part hereof. In the event of any discrepancy between the foregoing and the General Schedule Provisions, the foregoing shall apply.